

Return to: Rocky Mountain Power  
Lisa Louder/Yuka Jenkins  
1407 West North Temple Ste. 110  
Salt Lake City, UT 84116

CC#: 13130 WO#: 5126636-29r  
RW#: 20080030-YJ

### **RIGHT OF WAY EASEMENT**

For value received, **West Valley City**, ("Grantor"), hereby grants to Pacificorp, an Oregon Corporation, d/b/a/ Rocky Mountain Power, its successors and assigns, ("Grantee"), an easement for a right of way 5527 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchor, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets, along the general course now located by Grantee on, over or under the surface of the real property of Grantor in Salt Lake County, State of Utah, more particularly described as follows:

A right of way along a center line described as follows:

Beginning at a pole in an existing power line of the Grantor's land at a point 179 feet north and 45 feet east, more or less, from the center of Section 28, T.1S., R.1W., S.L.M., thence S.10°25'E. 138 feet, more or less, thence S.0°49'W. 198 feet, more or less, thence S.0°03'W. 234 feet, more or less, thence S.1°59'W. 228 feet, more or less, thence S.3°09'W. 147 feet, more or less, thence S.0°07'W. 282 feet, more or less, thence S.0°05'W. 284 feet, more or less, thence S.0°02'E. 198 feet, more or less, thence S.1°12'E. 271 feet, more or less, thence S.1°17'W. 271 feet, more or less, thence S.0°37'E. 269 feet, more or less, thence S.0°04'E. 176 feet, more or less, thence S.2°58'E. 432 feet, more or less, thence S.2°25'W. 410 feet, more or less, thence S.0°05'E. 469 feet, more or less, thence S.0°04'E. 285 feet, more or less, thence SOUTH 450 feet, more or less, thence S.0°44'E. 426 feet, more or less, thence S.0°17'W. 360 feet, more or less, to an existing pole on said Grantor's land and being in the SW1/4 of the NE1/4 and the W1/2 of the SE1/4 of said Section 28 and the W1/2 of the NE1/4 of Section 33, Township and Range aforesaid.

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

Whereas, Grantee is relinquishing a valid perpetual right of way and easement to accommodate future widening of 2700 West Street in Salt Lake County, Utah, by locating its facilities within the road right of way, Grantor, its successors in interests and assigns hereby agree to reimburse Grantee, its successors in interest and assigns, for any costs should Grantee be required to relocate again in the future. Said costs include all costs incidental to such future relocation, including but not limited to costs of replacement right of way in perpetuity to be owned and enjoyed exclusively by Grantee, and costs of physical relocation, construction and material.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**GRANTOR:**  
**West Valley City**

By: \_\_\_\_\_  
Dennis J. Nordfelt, Mayor

State of Utah                                 )  
  :SS  
County of Salt Lake                         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, personally appeared before me Dennis J. Nordfelt, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the Mayor, of West Valley City, a Utah municipal corporation, and said document was signed by him in behalf of West Valley City by authority of a Resolution of City Council, and he acknowledged to me that said West Valley City executed the same.

\_\_\_\_\_  
Notary Public